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TATA CONSULTANCY SERVICES LIMITED

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

SELVA KUMAR,

Plaintiff,

V.

TATA CONSULTANCY SERVICES LIMITED.

Defendant.

Case No. 2:24-cv-02256-CDS-EJY

**STIPULATION TO STAY DISCOVERY
(FIRST REQUEST)**

Plaintiff SELVA KUMAR (“Plaintiff”) and Defendant TATA CONSULTANCY SERVICES LIMITED (“Defendant” or “TCS”) (collectively the “Parties”) by and through their undersigned counsel, do hereby stipulate and request that the Court stay discovery until an Order is issued on Defendant’s Motion to Compel Arbitration, (ECF No. 18).

Courts have broad discretionary power to control discovery including the decision to allow or deny discovery. *See e.g., Little v. City of Seattle*, 863 F.2d 681, 685 (9th Cir. 1988); *see also* Fed. R. Civ. P. 26(c)(1) (providing that a court may, for good cause, issue an order to protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense, including forbidding disclosure or discovery). In evaluating the propriety of an order staying or limiting discovery while a dispositive motion is pending, the court considers the goal of Federal Rule of Civil Procedure 1, which provides that the Rules should “be construed, administered, and employed by the court and the parties to secure the just, speedy, and inexpensive determination of every action.” With Rule 1 as its prime

1 directive, the court must decide whether it is more just to speed the parties along in discovery while a
 2 dispositive motion is pending or to delay discovery to accomplish the inexpensive determination of
 3 the case. *See Turner Broadcasting System, Inc. v. Tracinda Corp.*, 175 F.R.D. 554, 556 (D. Nev.
 4 1997).

5 The case law in this district makes clear that requests to stay all discovery may be granted
 6 when: (1) the pending motion is potentially dispositive; (2) the potentially dispositive motion can be
 7 decided without additional discovery; and (3) the Court has taken a “preliminary peek” at the merits
 8 of the motion and is convinced that the plaintiff will be unable to state a claim for relief. *See Kor*
9 Media Group, LLC v. Green, 294 F.R.D. 579, 581 (D. Nev. 2013). This “preliminary peek” does not
 10 prejudge the outcome of the motion; it merely evaluates whether an order staying discovery is
 11 warranted. *Tradebay, LLC, v. Ebay, Inc.*, 278 F.R.D. 597, 603 (D. Nev. 2011). While addressing
 12 motions to dismiss filed pursuant to Rule 12(b)(6), courts have noted that they are “not ordinarily a
 13 situation that in and of itself would warrant a stay of discovery.” *See, e.g., Twin City Fire Ins. Co. v.*
14 Employers Ins. of Wausau, 124 F.R.D. 652, 653 (D. Nev. 1989). However, once a court is considering
 15 whether to grant a motion to compel arbitration, “a federal court may consider only issues relating to
 16 the making and performance of the agreement to arbitrate.” *Miceli v. Citigroup, Inc.*, 2016 WL
 17 1170994, 2 (D. Nev. 2016) (citing *Simula, Inc. v. Autoliv, Inc.*, 175 F.3d 716, 726 (9th Cir. 1999)
 18 (citing *Prima Paint Corp. v. Flood & Conklin Mfg. Co.*, 388 U.S. 395, 404, 87 S.Ct. 1801, 18 L.Ed.2d
 19 1270 (1967); *see also Sparking v. Hoffman Construction Co.*, 864 F.2d 635, 638 (9th Cir. 1988)).
 20 Indeed, once a motion to compel arbitration has been filed, a stay of discovery is warranted because,
 21 requiring the parties to engage in discovery “would cause the party seeking to enforce the arbitration
 22 clause to be deprived of the inexpensive and expeditious means by which the parties had agreed to
 23 resolve the disputes.” *Miceli*, 2016 WL 1170994, 2 (citing *Alascom, Inc. v. ITT North Elec. Co.*, 727
 24 F.2d 1419, 1422 (9th Cir. 1984)).

25 The Parties agree that Defendant’s Motion to Compel Arbitration, (ECF No. 18), warrants a
 26 stay in discovery. First, the Motion is potentially dispositive of the entire case against TCS. TCS
 27 contends that Plaintiff is precluded from litigating his claims in this Court because he entered into an
 28 Arbitration Agreement in which he agreed to arbitrate his claims that might arise out of his

1 employment with TCS. As the Court is aware, the Federal Arbitration Act (“FAA”) “leaves no place
 2 for the exercise of discretion by the district court, but instead mandates that district courts shall direct
 3 the parties to proceed to arbitration on issues as to which an arbitration agreement has been signed.”
 4 *Dean Witter Reynolds, Inc. v. Byrd*, 470 U.S. 213, 218 (1985). Accordingly, TCS has requested that
 5 Plaintiff be compelled to arbitrate his claims against TCS. Plaintiff filed an Opposition and disputed
 6 the legal arguments made in TCS’s Motions. However, the Parties agree that the Motion is of the type
 7 warranting a stay of discovery, and the Parties should reserve their efforts and resources for potential
 8 arbitration.

9 Second, no party will suffer hardship or inequity as a result of a stay because discovery is
 10 unjustified at this point. The Parties agree that discovery is not necessary prior to the Court’s
 11 resolution of the legal issues raised by Defendant’s Motion to Compel Arbitration. Where, as here, an
 12 arbitration agreement governed by the FAA covers a dispute, resolving that dispute is exclusively
 13 committed to the arbitral forum. Allowing discovery to proceed would be contrary to the FAA itself,
 14 the national policy favoring arbitration, and a long line of cases upholding arbitration agreements.

15 Third, similar to the situation in *Little*, this is a case where a temporary stay of discovery will
 16 further the goals of judicial economy, control of the Court’s docket, and an inexpensive determination
 17 of the case. 863 F.2d 681. Ordering the Parties to proceed with discovery could potentially clog the
 18 Court’s docket with discovery disputes on claims that may be dismissed through compelled arbitration.
 19 Additionally, the Court has recognized the importance of resolving arbitration issues at the earliest
 20 possible stage in litigation as a way of furthering the inexpensive determination of the case.
 21 Additionally, the stay is requested for a limited and reasonable amount of time—until the Court
 22 decides TCS’s Motions.

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1 For the foregoing reasons, the Parties request a stay of all discovery until an Order is issued on
2 TCS's Motion to Compel Arbitration.

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4 Dated: March 28, 2025

5 Respectfully submitted,

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7 */s/ Guinness Ohazuruike*

8 GUINNESS OHAZURUIKE, ESQ.
GUINNESS LAW FIRM

9 *Attorney for Plaintiff*
10 SELVA KUMAR

Dated: March 28, 2025

Respectfully submitted,

Kelsey E. Stegall

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TATA CONSULTANCY SERVICES LIMITED

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13 **IT IS SO ORDERED.**

14 Dated: March 31, 2025

15 *Cayna L. Zouchal*
16 UNITED STATES MAGISTRATE JUDGE